

# REQUEST FOR PROPOSAL

COUNTY OF SAN BERNARDINO  
PURCHASING DEPARTMENT

Date: September 19, 2007

Proposal No. **J37**

Materials and/or Services: **Vehicles; Electric**

To Be Delivered To: County of San Bernardino  
Fleet Management  
210 N. Lena Road  
San Bernardino, CA 92415-0842

Page 1 of 11 Pages

Submit each individual proposal in separate sealed envelope with proposal number marked on outside to:

**County Purchasing Agent**  
**777 East Rialto Avenue**  
**San Bernardino, CA 92415-0760**

**BEFORE: Monday, October 22, 2007, 10 AM**

For further information, call: Ed Segura  
Deputy Purchasing Agent  
(909) 387-2487

## INSTRUCTIONS AND CONDITIONS

1. All prices and notations must be typewritten or printed in ink. No erasures permitted. Mistakes may be crossed out and corrections made adjacent, and must be initialed in ink by person signing quotation.
2. State brand, or make, on each item. If quoting an article exactly as specified, the words "or equal" must be stricken out by the vendor. If quoting on other than make, model or brand specified, the manufacturer's name and the catalog number must be given, or descriptive cut and information attached to the quotation.
3. Quote on each item separately. Prices should be stated in units specified herein.
4. Each quotation must be in separate sealed envelope with proposal number on outside, and must be received by County Purchasing Agent, 777 East Rialto Avenue, San Bernardino, CA 92415-0760 no later than the hour and day specified hereon, at which time it will be publicly opened and read.
5. Time of delivery is a part of the consideration and must be stated in definite terms, and must be adhered to. If time varies on different items, the vendor shall so state in the column provided, opposite each item.
6. Terms of less than 30 days for cash discount will be considered as net.
7. All quotations must be signed with the firm's name and by a responsible officer or employee. Obligations assumed by such signatures must be fulfilled.
8. Unless otherwise definitely specified, the prices quoted herein do not include California Sales or Use Tax. For questions regarding taxes contact the State of California Franchise Tax Board.
9. No charge for packing, drayage, or for any other purpose will be allowed over and above the prices quoted on this sheet.
10. The right is reserved, unless otherwise stated, to accept or reject any or all quotations, or any part thereof, either separately or as a whole, or to waive any informality in a proposal.
11. The County recognizes that price is only one of several criteria to be used in judging a product or service, and the County is not legally bound to accept the lowest quote.
12. Samples of items, when required, must be furnished free of expense to the County; and if not destroyed by tests, will upon request be returned at vendor's expense.
13. In case of default by the vendor, the County of San Bernardino may procure the articles or service from other sources and may deduct from unpaid balance due the vendor, or may collect against the bond of surety, or mail bill for excess costs so paid, and the prices paid by the County of San Bernardino shall be considered the prevailing market prices paid at the time such purchase is made.
14. Cost of transportation, handling, and/or inspection on deliveries, or offers for delivery, which do not meet specifications, will be for the account of the vendor.
15. The vendor shall hold the County of San Bernardino, its officers, agents,

servants and employees, harmless and defend same from liability of any nature or kind on account of use of any copyright, or uncopyrighted composition, secret process, patented or unpatented invention, article, or appliance furnished or used under this quotation.

16. Neither party will be held liable for failure or delay in fulfillment if hindered or prevented by fire, strikes, or Acts of God. (Force Majeure)  
17. Quotations are subject to acceptance at any time within the manufacturers build.

18. Verify your quotations before submission, as they cannot be withdrawn or corrected after being opened.

19. RETURN THIS SHEET WHETHER OR NOT YOU QUOTE A PRICE. If you do not quote, state your reason; otherwise your name may be removed from the mailing list.

20. Accounts paid for transportation of property to the County of San Bernardino are exempt from Federal Transportation Tax. An exemption certificate is not required where the shipping papers show the consignee as San Bernardino County, as such papers may be accepted by the carrier as proof of the exempt character of the shipment.

21. To be considered, each vendor must have an approved Vendor Application on file with the Purchasing Department. Vendors must register online through the County Website at <http://www.sbcounty.gov/purchasing/>.

22. The Vendor agrees to comply with Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, Title VII of the Civil Rights Act of 1964, the California Fair Employment Practice Act, Equal Employment Opportunity, San Bernardino County Emerging Small Business Enterprise program, and other applicable Federal, State, and County laws, regulations, and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted. The articles covered by the quotation must conform with safety orders of OSHA, CALOSHA and/or NIOSHA, and OSH-POD.

23. Assignment of the contract by the vendor to other suppliers/contractors must be approved by the Purchasing Agent in writing.

24. Prevailing Wages: Where labor is required for public work as a part of any requirements covered by this request for proposal, pursuant to the provisions of the Labor Code of the State of California, contractor shall pay no less than those minimum wages.

25. Conflict of Interest: Your signature hereon certifies that no County employee, whose position in the County service enables them to influence any award of your offer or any competing offer, shall have any direct or indirect financial interest in any transaction resulting from this request for proposal.

26. Vendors making delivery or providing services on County premises shall carry liability insurance and Worker's Compensation coverage in accordance with the County's Standard Practice requirements.

**IMPORTANT:** Place signed proposal in envelope, **seal** envelope and show **proposal number** on outside. Return proposal to the County Purchasing Agent, 777 East Rialto Avenue, San Bernardino, CA 92415-0760  
**PRICES QUOTED F.O.B. DESTINATION UNLESS OTHERWISE STATED.**

**The following must be filled in by the contractor in submitting his proposal:**

Date \_\_\_\_\_

Company \_\_\_\_\_

Delivery will be made in \_\_\_\_\_ days  
from receipt of order unless otherwise noted.

Address \_\_\_\_\_

Cash Discount Terms \_\_\_\_\_

City & State \_\_\_\_\_ Zip \_\_\_\_\_

Signed By \_\_\_\_\_

Telephone No. (\_\_\_\_\_) \_\_\_\_\_

## **A. INSTRUCTIONS TO VENDORS**

### **1.0 PROPOSAL REQUIREMENT:**

Vendors shall conform to all instructions and conditions as specified in the Request for Proposal.

### **2.0 PROPOSAL RETURN:**

All proposals must be sealed and clearly state on the outside of the envelope in the lower left-hand corner "PROPOSAL ENCLOSED, No."J-37" and returned to:

County of San Bernardino  
Purchasing Department  
777 E. Rialto Avenue  
San Bernardino, CA 92415-0760  
Attn: Ed Segura, Deputy Purchasing Agent  
esegura@pur.sbcounty.gov

#### **Due on or before:**

October 22, 2007

### **3.0 DEADLINE:**

Vendors shall submit Signature Page (Cover Sheet), References (Attachment A), and Pricing Schedule (Attachment B) prior to deadline stated above.

### **4.0 LATE PROPOSALS:**

Proposals received after the deadline will be marked "LATE" and will receive no further consideration.

### **5.0 PROPOSAL OPENING:**

All proposals will be opened and read aloud at the time, date, and place specified above.

### **6.0 PROPOSAL PREPARATION INSTRUCTIONS:**

***Bids must be typed OR printed legibly in ink on the format provided in the RFP. Erasures and "white-out" are not permitted. Mistakes may be crossed out, corrections typed adjacent and initialed in ink by person signing the proposal.*** Proposals must be verified before submission as they cannot be withdrawn or corrected after being opened. The County will not be responsible for errors or omissions on the part of bidders in making up their proposals. Proposals must be signed by a responsible officer or employee. **California State Sales Tax should NOT be included in vendor's proposal.**

### **7.0 PROPOSAL PREPARATION COST:**

Cost for preparing bid response and any other related material is the responsibility of the vendor and shall not be chargeable in any manner to the County.

### **8.0 USE OF PROPOSALS RECEIVED:**

All proposals received shall become the property of the County.

### **9.0 ACCEPTANCE OR REJECTION OF PROPOSALS:**

Proposals shall remain open, valid, and subject to acceptance anytime within sixty (60) days after the proposal opening date and time, unless a longer period of time is mutually agreed to by the parties.

The County reserves the right to reject any and all proposals received by reasons of this request, to negotiate separately with any source whatsoever in any manner necessary to serve its interests.

The County realizes that conditions other than price are important and may award based on unit prices or on cumulative totals; whichever method is determined to be in its best interests; may reject any or all proposals, any part of a proposal, or may waive any informality in a proposal.

**10.0 PRICE GUARANTEE:**

The County gives preference to firm prices. All price escalation provisions will be considered alternate offers. Offers specifying a maximum escalation percentage during the period of contract will be given preference over those offering an unspecified price escalation. The County requires bona fide proof of cost increases on contracts prior to any price escalation adjustment. A minimum of thirty (30) days advance notice provision is required to secure such adjustments. When offering escalating price contracts, quote applicable labor and materials separately as to percentage of total cost. No retroactive pricing adjustments will be considered. The County may enforce, adjust, or cancel escalating price contracts as it sees fit. The net dollar amount of profit will remain firm during the period of the contract. Adjustments increasing the vendor's profit will not be allowed. The County shall be given the benefit of all price decreases.

Vendor represents that the prices charged the County do not exceed existing selling prices to other agencies for the same or substantially similar items or services for comparable quantities under similar terms and conditions.

**Proposals not bearing the signatures of an authorized company officer or agent will be deemed non-responsive and will not be accepted.**

**Incomplete proposals will not be accepted.**

**11.0 PURCHASE ORDER ADDRESS:**

If purchase orders are to be sent to an address other than that filled in by the vendor on the first page of this proposal, the vendor shall show on the following blank lines the address to which resultant orders from this proposal should be sent:

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**12.0 REFERENCES:**

Vendors responding to this RFP must provide a minimum of three (3) references of government agencies or private companies of similar size and scope to whom they have supplied products within the last five (5) years (see Attachment A).

## **B. STANDARD TERMS AND CONDITIONS**

### **1.0 VENDORS GUARANTEE:**

- a. In quoting, the vendor guarantees to make delivery of all items quoted, either from his stock, from warehouse stocks, or via manufacturer's shipment. If unavailable from Vendor's stock or if Vendor is unable to secure from warehouse or manufacturer, it shall be the Vendor's responsibility to see that the item is obtained from any other source having the item in stock.
- b. In case of default by Vendor, the County may procure the item from other sources and will charge contract holder for excess costs so paid and the prices paid by the County shall be considered to be the prevailing market price at the time such purchase is made.
- c. Vendor's response to this RFP is to be on the basis that all items bid are guaranteed equal in quality and pattern to those specified and that any item purchased as equivalent and found not acceptable to using department may be returned for full credit.
- d. The Vendor guarantees that the goods supplied under this RFP and any purchase order resulting from award of same will meet all the express warranties and the implied warranties of merchantability and fitness for the intended purpose(s). The Vendor assumes responsibility for damages caused by any defective units supplied and/or for breach of these warranties, including incidental and consequential damages that might arise.

### **2.0 CONFIDENTIALITY:**

It is the responsibility of bidders to identify information in their proposals which they consider to be confidential under the California Public Records Act, such as method of manufacture, materials, etc. To the extent that the County agrees with such a designation, such information will be held in strict confidence. All other information shall be considered public.

### **4.0 DISPUTES RELATING TO PROPOSAL PROCESS AND AWARD:**

In the event a dispute arises concerning the proposal process prior to the award of the contract, the party wishing resolution of the dispute shall submit a request in writing to the Director of Purchasing. Vendor may appeal the recommended award or denial of award, provided the following stipulations are met:

- a. Appeal must be in writing.
- b. Must be submitted within ten (10) calendar days of the date of the recommended award or denial of award letters.

An appeal of a **denial of award** can only be brought on the following grounds:

- a. Failure of the County to follow the selection procedures and adhere to requirements specified in the RFP or any addenda or amendments.
- b. There has been a violation of conflict of interest as provided by California Government Code Section 87100 et seq.
- c. A violation of State or Federal law.

Appeals will not be accepted for any other reasons than those stated above. All appeals must be sent to:

Jim Lindley, Director  
County of San Bernardino Purchasing Department  
777 E. Rialto Avenue  
San Bernardino, CA 92415-0760

**5.0 IMPROPER CONSIDERATION:**

Vendor shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the County in an attempt to secure favorable treatment regarding the award of this proposal.

The County, by written notice, may immediately terminate any contract resulting from this proposal process if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee or agent of the County with respect to the proposal and award process. This prohibition shall apply to any amendment, extension or evaluation process once a contract has been awarded.

Vendor shall immediately report any attempt by a County officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from Vendor. The report shall be made to the supervisor or manager charged with supervision of the employee or to the County Administrative Office.

In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

**6.0 INACCURACIES OR MISREPRESENTATIONS:**

If in the course of the RFP process or in the administration of a resulting contract, County determines that Vendor has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to County, Vendor may be terminated from the RFP process or in the event a contract has been awarded, the contract may be immediately terminated.

**7.0 EMPLOYMENT OF FORMER COUNTY OFFICIALS:**

Vendors are required to provide information on former County administrative officials (as defined below) who are employed by or represent your business. The information provided must include a list of former County administrative officials who terminated County employment within the last five years and who are now officers, principals, partners, associates or members of the business. This list should also include the employment and/or representative capacity and the dates these individuals began employment with or representation of your business.

For purposes of this section, "County administrative official" is defined as a member of the Board of Supervisors or such officer's staff, County Administrative Officer or member of such officer's staff, County department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.

Failure to provide this information may result in the response to the Request for Proposal being deemed non-responsive.

**8.0 DRUG-FREE WORKPLACE:**

The Vendor certifies that he will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).
- b. Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b) to inform employees about all of the following:

1. The dangers of drug abuse in the workplace;
  2. The person's or organization's policy of maintaining a drug-free workplace;
  3. Any available counseling, rehabilitation, and employee assistance programs; and,
  4. Penalties that may be imposed upon any employees for drug abuse violations.
- c. Provide, as required by Government Code Section 8355(c), that every employee who works on the proposed or resulting contract:
1. Will receive a copy of the company's drug-free policy statement; and,
  2. Will agree to abide by the terms of the company's statement as a condition of employment.

**9.0 TERMINATION CLAUSE:**

- a. In the event the County exercises the right to terminate the contract for dissatisfaction, the County will give the Contractor three (3) days written notice of such termination.
- b. The County and the Vendor each reserve the right to cancel, for any reason, all or portion of the services covered by this contract. To exercise this right, a thirty- (30) day written notice must be given.

**10.0 WAIVER OF DEFAULT:**

Any waiver by County of any breach of any one or more of the terms of this contract shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term or condition herein. Failure on the part of the County to require exact, full, and complete compliance with any terms of this contract shall not be construed as in any manner changing the terms hereof, or stopping County from enforcement hereof.

**11.0 PARTICIPATION:**

The County desires that Municipalities, School Districts, and other Tax Districts within San Bernardino County requiring like products may at their option and through the County Purchasing Agent avail themselves of the contract resulting from this proposal. Upon notice, in writing, the Vendor agrees to the extension of the terms of a resultant contract with such Governmental bodies as though they have been expressly identified in this bid, with the provision that:

- a. Such Governmental body does not have and will not have in force any other contract for like purchases.
- b. Such Governmental body does not have under consideration for award any other bids or quotations for like purchases.
- c. Such Governmental body shall make purchases directly through the vendor; make payment directly to the vendor. The County will not be liable for any such purchase made between the vendor and another Governmental body who avails themselves of this contract.

**12.0 AWARD:**

Award of contract may or may not be on an all or nothing basis or by groups of items. The County reserves the option to make award(s) as it deems to be in the best interest of the County.

**13.0 LENGTH OF CONTRACT:**

The contract awarded shall be based on the yearly build of the vehicles.

**14.0 ELECTRONIC FUND TRANSFER PROGRAM:**

Vendor shall accept all payments from the County via electronic funds transfer (EFT) directly deposited into the Vendor's designated checking or other bank account. Vendor shall

promptly comply with directions and accurately complete forms provided by the County required to process EFT payments.

**15.0 LOCAL PREFERENCE:**

The County of San Bernardino has adopted a preference for vendors whose principal place of business is located within the boundaries of the County. A five percent (5%) preference may be applied prior to approval of any purchase or acquisition of services, equipment, goods or supplies.

For purposes of the application of the local preference policy (County Policy 11-12), "principal place of business" is defined as the vendor's main office (or headquarters) or a major regional office. A "major regional office" is defined as a business location apart from the vendor's main office (or headquarters) which:

- Has been issued a business license, if required, and has been established and open for a minimum of six months prior to the date that the approval authority authorizes the circulation of an RFP/RFB/Quote for any contract, agreement, or purchase order to which it responds; and
- Can demonstrate on-going business activity in the field of endeavor on which the Vendor is proposing, from that office during the preceding six months; and
- Has a minimum of twenty-five percent (25%) of the vendor's full time management employees and twenty-five percent (25%) of its full time regular employees working from the San Bernardino County location(s).

The County's Local Preference Policy means for example, if two Vendors are responding to this RFP and if quality, service and ability to meet the County's needs are equal, County staff must determine if one of the Vendors is a local vendor. If one of the Vendors is a local vendor, and its quoted price or cost for services, equipment, goods or supplies does not exceed five percent (5%) of the other vendor's quoted price or cost, unless it is determined that an exemption applies, staff may recommend the local vendor for the contract award.

**C. GENERAL**

The objective of our acquisition approach is to ensure that the most capable products are introduced into the using departments while simultaneously ensuring life cycle affordability. Award of this proposal may be based on the lowest acceptable proposal utilizing life cycle factors.

The vendor is required to furnish four (4) proposal copies, the original wet signature copy marked "original" and three copies marked "copy" and numbered one through three. Copies must include all back up information provided with the wet signature copy. All proposals must be stapled or attached to prevent loss or mixing of information. Include with your proposals the manufacturer's brochure and specifications of the units you intend to furnish. **Failure to adhere to this provision will result in a non-responsive proposal.**

All units must comply with the **South Coast Air Quality Management District Rule 1191** for public fleet vehicles. Copy of California Air Resources Board (CARB) Executive Order must accompany bid. All units shall comply with specifications herein and include all options as listed. Unlisted options will be based on dealer cost plus five percent from the manufacturer's published price list. Additional aftermarket accessories may be secured from the awarded vendor on a case-by-case basis.

All proposals will be checked for compliance with stated specifications. Vendors not complying will subject themselves to meet specifications on delivered units regardless of cost.

The County of San Bernardino Purchasing Agent reserves the right to reject any and all proposals or to accept any proposal or portions of any proposal presented which he deems best suited to the interest of the county, and is not bound to accept the lowest price. All proposals are to be quoted **F.O.B. San Bernardino, California.**

All proposal pricing is to remain firm through the model year. Any new model vehicles may be added to this proposal at the same discount pricing. Vendor will provide updated information as required.

All units to be purchased by the County are to be delivered in customer-ready condition, cleaned, washed, and lubricated, and with a minimum of five (5) gallons of fuel, **no exceptions**. All vehicles must accept traction devices on all drive wheels.

Vendor is to provide the address of their principal place of business; sellers permit number, and California DMV dealer's number.

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Sellers Permit number \_\_\_\_\_

California DMV Dealer number \_\_\_\_\_



**ATTACHMENT A- REFERENCES**

List three (3) government agencies or private sector companies of equal size and scope to whom you have supplied like product(s) within the last five (5) years.

Agency Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Telephone No.: (\_\_\_\_) \_\_\_\_\_ FAX No.: (\_\_\_\_) \_\_\_\_\_

Number of years your company has provided this product to this customer: \_\_\_\_\_

Agency Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Telephone No.: (\_\_\_\_) \_\_\_\_\_ FAX No.: (\_\_\_\_) \_\_\_\_\_

Number of years your company has provided this product to this customer: \_\_\_\_\_

Agency Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Telephone No.: (\_\_\_\_) \_\_\_\_\_ FAX No.: (\_\_\_\_) \_\_\_\_\_

Number of years your company has provided this product to this customer: \_\_\_\_\_

**Submission of this document constitutes permission to the County to check, verify, and have certified all of the information contained herein.**

**BASE SPECIFICATIONS:**

*All vehicles will have the following factory installed accessories as a minimum unless otherwise stated.*

Air conditioning

Power windows

Power doors

Heater

Power mirrors (if available)

1000 lb. payload capacity

AM/FM/ stereo w/ single CD

Keyless entry with two (2) remotes and four (4) sets of keys

Full carpeting with carpeted floor mats at all seating positions

Airbags; front and side curtain on all (if available)

Cloth seating, medium grey unless otherwise specified

Paint; white with optional solid colors

Electric powertrain

Range per charge 100 miles minimum

4 wheel antilock brakes (if available)

Stability/traction control (if available)

On board charger

Daytime running lights

Charge Time of ten (10) hours or less

Tilt wheel (if available)

Rear defroster. (if available)

Minimum 70MPH Top Speed (freeway legal)

Any and all applicable rebates and/or credits (EPA, SCAQMD, CARB etc.) to be passed on to end user.

**ATTACHMENT B – PROPOSAL SHEETS**

**ITEM #1**  
**AUTOMOBILE; Electric Pick-up Truck,**

TEN (10) EACH AT \_\_\_\_\_ DELIVERY \_\_\_\_\_  
MAKE \_\_\_\_\_ MODEL \_\_\_\_\_  
WARRANTY \_\_\_\_\_  
\_\_\_\_\_

**ALTERNATE ITEM**  
**AUTOMOBILE: ELECTRIC SUV**

TEN (10) EACH AT \_\_\_\_\_ DELIVERY \_\_\_\_\_  
MAKE \_\_\_\_\_ MODEL \_\_\_\_\_  
WARRANTY \_\_\_\_\_  
\_\_\_\_\_